



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 5, 2011

IN REPLY PLEASE

REFER TO FILE:

WM-9

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 April 5, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MEMORANDUM OF AGREEMENT BETWEEN THE GATEWAY CITIES
COUNCIL OF GOVERNMENTS AND THE COUNTY OF LOS ANGELES TO
UNDERTAKE SPECIAL STUDIES TO DEVELOP SITE-SPECIFIC
OBJECTIVES APPLICABLE TO THE LOS ANGELES RIVER AND
TRIBUTARIES METALS TOTAL MAXIMUM DAILY LOAD
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to enter into a Memorandum of Agreement between the County of Los Angeles and the Gateway Cities Council of Governments to conduct scientific studies applicable to the Los Angeles River and Tributaries Metals Total Maximum Daily Load to determine the actual acceptable levels of copper and lead in the Los Angeles River waters.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed special studies are exempt from the California Environmental Quality Act for the reasons stated in this letter.
2. Authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute a Memorandum of Agreement between the County of Los Angeles and the Gateway Cities Council of Governments for a total cost not to exceed \$309,100 to conduct scientific studies applicable to the Los Angeles River and Tributaries Metals Total Maximum Daily Load.

3. Authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute any necessary amendments to this Memorandum of Agreement with the Gateway Cities Council of Governments provided that no additional costs are associated with the amendments.
4. Approve an Appropriation Adjustment to the Fiscal Year 2010-11 Final Adopted Budget necessary to transfer \$35,000 in funding from the Chief Executive Office's budget to the Department of Public Works General Fund Budget to fund staff support for the special studies.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the proposed special studies are exempt from the California Environmental Quality Act (CEQA) and authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles (County), to enter into a Memorandum of Agreement (MOA – Enclosure A) with the Gateway Cities Council of Governments (GCCOG) to enable the County to participate in special studies designed to establish Site-Specific Objectives (SSOs) for the Los Angeles River and its tributaries. Once completed, the new SSOs are expected to result in more attainable water-quality limits.

In September 2007, the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), adopted the Los Angeles River and Tributaries Metals Total Maximum Daily Load (TMDL) limiting the concentration of certain metals in these water bodies. The TMDL requires 40 cities, the County, and the California Department of Transportation (Caltrans) to implement programs and Best Management Practices to meet the new, stringent standards.

Acknowledging some scientific uncertainties during the development of the TMDL, the Regional Board provided the TMDL's responsible agencies with the opportunity to conduct voluntary special studies to address these uncertainties. In February 2010, following extensive discussion, 38 out of 42 of the TMDL's responsible agencies (including 36 cities, the County, and Caltrans) voted to jointly fund special studies to develop SSOs based on federally approved methods. The proposed studies will determine whether the Los Angeles River waters can contain higher levels of copper and lead than those currently allowed by the TMDL while still remaining protective of aquatic life. Completion of the studies may ultimately decrease the County's cost to comply with the TMDL as well as reduce the County's exposure to potential regulatory enforcement actions and third-party lawsuits.

This MOA covers consultant costs to develop the studies' work plan, the subsequent implementation of the work plan, and project oversight and administration. GCCOG will serve as fiduciary agent and contract administrator for the studies.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The MOA supports the development of cooperative partnerships with local agencies to effectively leverage our resources using a collaborative effort.

Also, implementation of the scientific studies will contribute toward implementing environmentally responsible practices in the County of Los Angeles.

FISCAL IMPACT/FINANCING

As shown in Exhibit D of the enclosed MOA, the total estimated cost to complete the scientific studies over a three-year period is \$2,177,667, which will be shared on a land-area basis among the 38 agencies expected to participate. The total estimated cost for the County to participate in the MOA for the special studies is \$309,100; an additional \$35,000 is required for staff participation and oversight.

No additional net County cost is required by this action. Funding for the study and the staff support from the Department of Public Works (Public Works), in the amount of \$344,100, is available in the Chief Executive Office Fiscal Year 2010-11 Budget through the Consultant Services Agreement that supports the Water Quality Funding Initiative. Public Works, in consultation with the Chief Executive Office, has determined that sufficient contracting authority is available to fund completion of the Water Quality Funding Initiative and the County's participation in the MOA. An Appropriation Adjustment transferring \$35,000 to Public Works' Fiscal Year 2010-11 General Fund Budget (Enclosure B) is also requested to provide staff support for the project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOA has been reviewed and approved as to form by County Counsel and is enclosed for your review.

ENVIRONMENTAL DOCUMENTATION

The proposed project is statutorily exempt from CEQA. Execution of the MOA will authorize special studies that are for the purpose of planning and feasibility for possible

The Honorable Board of Supervisors
April 5, 2011
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future actions and is, therefore, exempt pursuant to Section 21102 of the Public Resources Code and Section 15262 of the CEQA Guidelines. The study results will not have a legally binding effect on any later activities of the County.

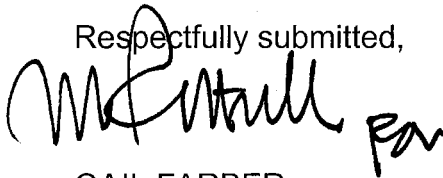
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three adopted copies of this letter each to the Chief Executive Office (Community and Municipal Services Cluster) and the Department of Public Works (Watershed Management Division).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Farber", with a stylized flourish at the end.

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read "W. T. Fujioka", with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

GF:GH:jtz

Enclosures (2)

c: Auditor-Controller
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

MEMORANDUM OF AGREEMENT
BETWEEN
THE GATEWAY CITIES COUNCIL OF GOVERNMENTS
AND THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING TO UNDERTAKE
SCIENTIFIC STUDIES TO DEVELOP SITE SPECIFIC OBJECTIVES (SSO)
APPLICABLE TO THE LOS ANGELES RIVER AND TRIBUTARIES METALS
TMDL

This Memorandum of Agreement ("Agreement") is made and entered into as of the date of the last signature set forth below by and between the Gateway Cities Council of Governments, a California joint powers authority ("GCCOG"), and the County of Los Angeles, a political subdivision of the State of California (hereinafter "Party" or "Parties") with respect to the following:

RECITALS

WHEREAS, the mission of the GCCOG includes environmental planning and providing technically sound analyses to its member cities and agencies; and

WHEREAS, fifteen of the GCCOG's member cities are located within the Los Angeles River watershed, and the GCCOG has previously entered into interagency agreements, with these and other cities, the California Department of Transportation ("Caltrans") and the County of Los Angeles to undertake projects and studies of regional significance, including the Los Angeles River and Tributaries Metals Total Maximum Daily Load ("Los Angeles River Metals TMDL" or "TMDL") Coordinated Monitoring Plan; and

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region ("Regional Board") adopted the TMDL in September of 2007, with the intent of improving water quality in the Los Angeles River and its tributaries; and

WHEREAS, the Parties recognize that the TMDL is not self-enforcing, but could become enforceable by incorporation into National Pollutant Discharge Elimination System (NPDES) Permits such as those regulating Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles, and the incorporated cities therein; and

WHEREAS, this TMDL constrains runoff discharges from construction sites, industrial facilities, forty Cities, Caltrans, the County of Los Angeles, and other permittees, requiring cooperation among the Participating Agencies, as set forth in Exhibit "C" hereto; and

WHEREAS, a Los Angeles River Watershed Management Committee, required by the Municipal Storm Water NPDES Permit, meets on a regular basis and is attended by representatives of the Participating Agencies; and

WHEREAS, a TMDL Technical Committee, consisting of representatives from the Participating Agencies, has been established to understand the TMDL requirements and plan potential compliance and implementation strategies; and

WHEREAS, a TMDL Steering Committee, consisting of representatives from the Participating Agencies, has been established to provide administrative oversight regarding implementation of the TMDL; and

WHEREAS, the Los Angeles Rivers Metals TMDL allows and encourages Participating Agencies to undertake technical or scientific studies to improve understanding of the complex interactions of river constituents within the context of both the urban and natural watershed environments; and

WHEREAS, the City of Los Angeles oversaw completion of a Preliminary Water-Effects Ratio (WER) study and supported development of the TMDL Site Specific Objectives (SSO) work plan dated May 20, 2009 by Larry Walker Associates (LWA), which was reviewed by Participating Agencies and Regional Board representatives; and

WHEREAS, the LWA work plan proposes to undertake Copper Water Effects Ratio and Lead Recalculation studies, hereinafter referred to as TMDL SSO Studies, that should provide data to support development of a Basin Plan Amendment with Site Specific Objectives; and

WHEREAS, the Participating Agencies met on February 25, 2010 and a majority agreed to support the proposed TMDL SSO Studies; and

WHEREAS, undertaking the TMDL SSO Studies requires professional administrative and fiduciary services that the Participating Agencies desire the GCCOG to provide, and the GCCOG has agreed to provide such services; and

WHEREAS, a work plan for the TMDL SSO Studies, which are the services to be provided by Larry Walker Associates, is attached hereto as Exhibit "A", and Project Management related to these studies, which will be provided by Flow Sciences, Inc., is attached hereto as Exhibit "B"; and

WHEREAS, the Participating Agencies have agreed to share in fully funding the proposed TMDL SSO Studies, including those costs incurred by the GCCOG in administering this Agreement, based on the 3 year cost allocations contained in Exhibit "D"; and

WHEREAS, the GCCOG will endeavor to execute materially and substantially similar cost sharing agreements with all of the Participating Agencies, identified in Exhibit "C" attached hereto, before this Agreement becomes enforceable.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is to cooperatively fund implementation of the proposed TMDL SSO Studies.

Section 3. Cooperation. The Parties shall fully cooperate with one another to attain the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement to support the TMDL SSO studies.

Section 5. Term. This Agreement shall remain and continue in effect until completion of the TMDL SSO studies and proposed Basin Plan Amendment.

Section 6. Technical Scope of Services. The technical scope of services for the TMDL SSO Studies is set forth in Exhibit "A" hereto and incorporated into this Agreement by this reference.

Section 7. Project Management Services. The project management services for the TMDL SSO Studies is set forth in Exhibit "B" hereto and incorporated into this Agreement by this reference.

Section 8. Role of the GCCOG.

- a) For an estimated sum of \$10,000 per fiscal year for four fiscal years, the GCCOG shall provide administrative and fiduciary services related to implementation of the TMDL SSO studies. The GCCOG service costs shall include compensation for staff time, audit expenses, and costs incurred in administering agreements.
- b) The GCCOG shall enter into substantially and materially similar agreements with each of the Participating Agencies to effectuate the purposes of the Agreement.
- c) To effectuate the Agreement, based on the services and costs identified in Exhibits "A" and "B", the GCCOG shall invoice and collect payment from the Participating Agencies, based on the TMDL SSO

Studies cost allocation estimates as set forth in Exhibit "D." Any overpayment shall be credited to the next year's invoice or, if it occurs during the last year, it shall be reimbursed at Agreement termination.

- d) Following the directions of the Los Angeles River Metals TMDL Steering Committee, the GCCOG shall contract with LWA and Flow Science Inc. to conduct the TMDL SSO Studies, and then reimburse the Consultants for their completed services as described in this Agreement. The contracts shall substantially and materially conform to the services set forth in Exhibit "A" and "B" to this Agreement.

Section 9. Assessment of Proportional TMDL SSO Studies Costs. The County of Los Angeles agrees to provide funds to the GCCOG, to effectuate the TMDL SSO Studies, based on the Fiscal Year Invoice Amounts in Exhibit "D".

Section 10. Invoicing and Payment.

a) Invoicing – In order to begin the TMDL SSO Studies during the 2010 rain year, the GCCOG shall invoice the Participating Agencies for the Fiscal Year 2010-11 Invoice Amounts shown in Exhibit "D" immediately following execution of this Agreement. From thereon, invoicing will be done in July of each Fiscal Year. Participating Agencies shall pay the GCCOG within sixty (60) days of the invoice date, which is the payment due date.

b) Late Payment Penalty – Any payment that is late shall be subject to interest from the payment due date. The interest rate shall be equal to the Prime Rate in effect on the payment due date, plus one percent, for any payment that is made from 1 to 30 days after the due date. The Prime Rate in effect on the payment due date, plus five (5) percent, shall apply for any payment made from 31 to 60 days after the due date. The Prime Rate in effect on the payment due date, plus ten (10) percent, shall apply for any payment made more than 60 days after the due date. The rates shall, nevertheless, not exceed the maximum allowed by law.

c) Delinquent Payments – The payment from a Participating Agency is considered to be delinquent 180 days after being invoiced by the GCCOG. The following actions may be implemented to attain delinquent payments from any Participating Agencies per instruction by the Steering Committee: 1) verbally contact/meet with the manager from the Participating Agencies, 2) send a letter of delinquency to the Participating Agencies from the GCCOG attorney, and 3) formally notify the Regional Board in writing that the agencies are no longer Participating Agencies. In any remaining fiscal periods, the Steering Committee would revise Exhibit "C" and seek to revise Exhibit "D" to exclude any such agencies and distribute the delinquent amounts amongst the remaining Participating

Agencies based on the existing cost allocation formula. The Steering Committee shall provide any revised exhibits to the GCCOG and Participating Agencies. Any revision to Exhibit D which results in an increased allocation for the County of Los Angeles requires prior written approval by the County of Los Angeles pursuant to Section 14(d) herein.

d) Interest Accrual – Any investment or late payment interest accrued on funds collected during the term of, and per, this Agreement shall be re-deposited into the Agreement account and used for its implementation. The GCCOG shall annually report to the Steering Committee regarding interest and late payment penalties accrued by the Agreement account(s).

e) Study Payments – Each month, the Consultants may submit invoices to the Technical Committee for consideration, which may then recommend the invoice to the Steering Committee for approval and payment by the GCCOG. The GCCOG shall reimburse the Consultants for their services in accordance with Exhibits "A" and "B" within ninety (90) days of receipt of the invoice from the Consultants. The GCCOG shall not be obligated to remit to the Consultants more than the amount it has collected from Participating Agencies pursuant to this Agreement, less its administrative costs. In the event that funds received by the GCCOG are insufficient to cover the invoiced costs within 90 days of invoice receipt, but are subsequently received, those subsequent amounts shall be paid to the Consultants within 30 days of receipt by the GCCOG. The professional service cost estimates presented in Exhibits "A" and "B" are subject to change pursuant to a Regional Board requirement or unforeseen challenges in the field. The Technical Committee shall be notified by the Consultants of any substantive changes in the actual cost of the TMDL SSO Studies, which will be reconciled with the next payment.

Section 11. Independent Contractor.

a) The GCCOG is and shall at all times remain a wholly independent contractor for performance of the obligations described in this Agreement. The GCCOG officers, employees and agents performing such obligations shall at all times be under the GCCOG's exclusive control. The Participating Agencies shall not have control over the conduct of the GCCOG or any of its officers, employees or agents, except as set forth in this Agreement. The GCCOG, and its officers, employees, or agents are not and shall not be deemed to be employees of the Participating Agencies.

b) No employee benefits shall be available to the GCCOG in connection with the performance of its obligations under this Agreement. The GCCOG is solely responsible for the payment of salaries, wages, other

compensation, employment taxes, worker's compensation, or similar taxes for its employees for performing obligations hereunder.

Section 12. Indemnification. To the fullest extent permitted by law, the County of Los Angeles and the GCCOG agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Section 13. Agreement Termination. Either Party may terminate this Agreement for any reason, in whole or part, by giving the other Party thirty (30) days written notice thereof. The County of Los Angeles shall be responsible for the allocated study costs incurred up to the date of the termination. Upon request, the GCCOG shall provide County of Los Angeles with copies of any reports, data and other information produced as a result of the TMDL SSO Studies prior to termination by the County of Los Angeles. The GCCOG shall notify in writing the remaining Participating Agencies within fourteen (14) days of receiving written notice from the County of Los Angeles that it intends to terminate this Agreement.

Section 14. Miscellaneous.

- a) Notices. All notices which any Party is required or desires to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GCCOG: Mr. Richard Powers
Executive Director
16401 Paramount Blvd.
Paramount, CA 90723

To County of Los Angeles: Mr. Gary Hildebrand
Assistant Deputy Director
Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803

- b) Separate Accounting and Auditing. The GCCOG agrees to establish a separate account to track the revenues from the Participating Agencies and the expenses from the study. Quarterly financial statements and the annual audit will be made available to all of the Participating Agencies and the Steering and Technical Committees.
- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each Party to this Agreement and their respective heirs, administrators, representatives, successors and assigns.
- d) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by an instrument in writing signed by the Parties.
- e) Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.
- f) Law to Govern; Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- g) No Presumption in Drafting. The Parties to this Agreement agree that the general rule, that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared, shall not apply.
- h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and constructed without the invalid, void, or unenforceable provision(s).
- j) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this Agreement.

- k) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.
- l) Agency Authorization. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

COUNTY OF LOS ANGELES
A political Subdivision of the State of California

William T Fujioka, Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

Deputy

DATE: _____

GATEWAY CITIES COUNCIL OF
GOVERNMENTS

Gil Hurtado, President

ATTEST:

Richard Powers, Secretary

EXHIBIT "A"
SCOPE OF SERVICES
COPPER WATER-EFFECTS RATIO AND LEAD RECALCULATION STUDY
LOS ANGELES RIVER METALS TMDL

Task 1. Implement Final Work Plan

- Task 1.1 Finalize sampling schedule and coordinate toxicity and chemistry laboratories as well as sampling sub-consultants to review sample collection and analysis procedures.
- Task 1.2 Provide support to Metals TMDL Coordinated Monitoring Program (CMP) staff for the collection and analysis of dry weather BML samples in coordination of the CMP events. Conduct analysis of BLM samples collected during wet weather through Task 1.3. This task is optional and if the Steering Committee chooses to implement this aspect of the scope of work, LWA will work with the CMP members to determine if it is feasible given the current CMP work load.
- Task 1.3 Conduct WER sampling, and coordinate toxicity and chemistry testing by qualified labs. The cost estimate provided is based on the comments received to date and the current approach to addressing the comments. This approach is still under discussion with the Regional Board and the TAX. The key assumptions made in the cost estimate are provided in the cost estimate section below.
- Task 1.4 Conduct additional toxicity testing and general chemistry analysis (hardness and Total Suspended Solids) to evaluate potential effects of the 2009 Station Fire on WER testing in the Arroyo Seco and Verdugo Wash
- Task 1.5 Receive, review and QA/QC WER water quality toxicity testing data.
- Task 1.6 Conduct a meeting with the Stakeholder Committee, to review the results of sampling data in the midpoint of the sample collection effort.

Costs - \$969,626.00

Task 2 Develop Final Reports

- Task 2.1 Develop a Preliminary Draft Lead Recalculation Report and conduct a conference call with Los Angeles River Metals TMDL Technical Committee (TC). The draft report will summarize the date utilized, the analysis conducted, and the results of the recalculation of the lead criteria as outlined in the Final Work Plan.
- Task 2.2 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft Recalculation Report.

- Task 2.3 Revise the Preliminary Draft Lead Recalculation based on comments received by the Regional Board staff, TAC, and a conference call with the TC.
- Task 2.4 Conduct a meeting with the Stakeholder Committee to review the Draft Recalculation Report.
- Task 2.5 Finalize the Lead Recalculation based on comments received by the Stakeholder Committee and conduct a conference call with TC.
- Task 2.6 Develop a WER Calculation Memorandum presenting the WER data for each sample and propose final WER calculation methods. The final WER calculation method details how each WER sample will be determining the final WER. The memorandum is used as the basis for the approach to calculating the final WERs. Conduct conference call with the TC.
- Task 2.7 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the WER Calculation Memorandum.
- Task 2.8 Develop a Preliminary Draft WER Report that summarizes the sampling activities, details the analysis conducted per the Work Plan, provides the information required by the Interim Guidance, and presents the resulting final WERs as outlined in the Work Plan. This report is intended to embody the technical requirements of developing a SSO based on the Interim Guidance. Conduct a conference call with TC.
- Task 2.9 Conduct a conference call with TC designee, Regional Board staff and TAC to discuss the Preliminary Draft WER Report.
- Task 2.10 Revise the Preliminary Draft WER Report and conduct a conference call with TC.
- Task 2.11 Conduct a meeting with the Stakeholder Committee to review the Draft WER Report.
- Task 2.12 Finalize the Draft WER Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.
- Task 2.13 Conduct a meeting (in person or via conference call) with the TC designee, Regional Board, and TAC (via conference call) to finalize the WER report.
- Task 2.14 Develop Implementation Report that summarizes additional analysis conducted to support the implementation of the SSO's as outlined in the Final Work Plan. This report is intended to embody the policy based requirements of implementing SSOs based on the results of conducting a WER Study and Lead Recalculation. Conduct a conference call with TC.
- Task 2.15 Conduct a meeting with the Stakeholder Committee to review the Draft Implementation Report.
- Task 2.16 Finalize the Draft Implementation Report based on comments received by the Stakeholder Committee and conduct a conference call with the TC.

Task 2.17 Provide support to the Regional Board staff during the State Board peer review process. It is unclear the extent to which the Regional Board would require support, as such a rough estimate is provided.

Cost - \$391,855.00

Task 3 Develop and Support WER Basin Plan Amendment

Task 3.1 Prepare a Draft Basin Plan Amendment (BPA) and environmental review for Regional Board consideration and comment for appropriately adjusting water quality objectives for metals of concern in the reaches/tributaries of concern. Conduct a conference call with TC.

Task 3.2 Revise Draft BPA and submit to Regional Board for 45-day posting.

Task 3.3 Develop comments on the tentative BPA, if necessary.

Task 3.4 Prepare response to 45-day posting comments, revise Draft BPA, if necessary, and submit to Regional Board for adoption hearing.

Task 3.5 Attend Regional Board adoption hearing(s).

Task 3.6 Prepare the administrative record for the State Board hearing.

Cost - \$35,804.00

Task 4 Project Management

Cost - \$21,827 (Estimated \$7,300 annually)

Task No	Work Plan Task Description	LWA Costs	TAC Costs	Sampling Sub	Outreach Costs	Chem Analysis	Toxicity Testing	Total
1	Implement WER Work Plan	\$291,055		\$147,770	\$8,000	\$252,918	\$237,918	\$937,313
2	Lead Recalculation & WER Implementation Reports	\$284,406	\$66,000	\$2,240	\$28,000		\$6,092	\$386,738
3	BPA Develop & Support	\$35,804						\$35,804
4	PM & Contract Administ.	\$21,827						\$21,827
		\$633,247	\$66,000	\$150,010	\$36,000	\$252,918	\$243,663	\$1,381,837
Total	LWA 5% markup	\$633,247	\$69,300	\$157,511	\$37,800	\$265,563	\$255,846	\$1,419,267

Note: Incorporated by reference into the Scope of Work are the following documents:

- 1) Work Plan for Recalculation and Water-Effect Ratio to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 2) Final State Implementation Policy (SIP) Justification Report for: Site-Specific Objectives for Copper and Lead to Support Implementation of the Los Angeles River and Tributaries Metals TMDL, Larry Walker Associates, March 31, 2010
- 3) Based on the LWA letter of July 27, 2010, Scope and Cost Estimate to Implement a Copper Water-Effect Ratio and Lead Recalculation Special Study in Support of the Los Angeles River Metals TMDL

EXHIBIT "B"

PROJECT MANAGEMENT RELATED TO THE SPECIAL STUDIES LOS ANGELES RIVER WER AND RECALCULATION STUDY

Task 1 Review of Draft Documents

Based on the draft LWA scope of work for the special studies, a number of documents will require review as follows:

- Sampling schedule and plan
- WER final work plan (after incorporation of Regional Board and TAC edits)
- Lead recalculation report (preliminary draft, revised draft and final report)
- WER calculation memorandum proposing final WER edits
- WER report (preliminary, draft, revised draft and final report)
- Basin Plan Amendment (draft and final)
- Administrative record (following study completion and adoption of Basin Plan Amendment)

Cost – The total budget for document review is estimated at \$32,835 (current year dollars)

Task 2 Participation in meetings and conference calls

A number of conference calls and meetings have been identified in the draft LWA scope of work, as follows:

- Meeting to discuss Regional Board and TAX comments on the draft work plan
- Midpoint meeting with Stakeholder Committee to review sampling results
- Three (3) conference calls and one (1) meeting related to the lead recalculation report
- Two (2) conference calls related to the WER calculation memorandum
- Four (4) conference calls and two (2) meetings associated with the WER report
- Two (2) conference calls and three (3) meetings associated with the implementation report
- Two (2) conference calls associated with the Basin Plan Amendment
- One (1) Regional Board hearing for consideration of the Basin Plan Amendment

Cost – The cost estimate for this work is \$35,630 (current year dollars)

Task 3 Project management and coordination

This special study is estimated to involve four (4) hours of project management and coordination with the Steering and Technical Committees per month, and that the total duration will be three years (36) months.

Cost - \$32,960 (current years dollars)

Fiscal Year Budget Estimates (with 5% annual cost escalation)

FY2010-2011 -	\$30,300
FY2011-2012 -	\$31,900
FY2012-2013 -	\$44,750
Total	\$107,000

EXHIBIT "C"
PARTICIPATING AGENCIES LOS ANGELES RIVER METALS TMDL
SITE SPECIFIC OBJECTIVES MEMORANDUM OF AGREEMENT

Agencies with asterisks (*) have delivered an executed LAR MTMDL SSO MOA to the Gateway COG as of January 31, 2011 and, along with the City of Los Angeles and County of Los Angeles, were used in preparing the cost allocations on Exhibit D.

- | | |
|-----------------------------------|------------------------------|
| 1) City of Arcadia* | 20) City of Lynwood* |
| 2) City of Bell | 21) City of Maywood |
| 3) City of Bell Gardens* | 22) City of Monrovia* |
| 4) City of Bradbury* | 23) City of Montebello* |
| 5) City of Burbank* | 24) City of Monterey Park |
| 6) Caltrans | 25) City of Paramount* |
| 7) City of Carson* | 26) City of Pasadena* |
| 8) City of Commerce* | 27) City of Pico Rivera* |
| 9) City of Compton | 28) City of Rosemead* |
| 10) City of Downey* | 29) City of San Fernando |
| 11) City of Duarte* | 30) City of San Gabriel* |
| 12) City of El Monte | 31) City of San Marino |
| 13) City of Glendale* | 32) City of Sierra Madre* |
| 14) City of Hidden Hills* | 33) City of Signal Hill* |
| 15) City of Huntington Park* | 34) City of South El Monte* |
| 16) City of Irwindale* | 35) City of South Gate* |
| 17) City of La Canada Flintridge* | 36) City of South Pasadena |
| 18) City of Long Beach | 37) City of Vernon* |
| 19) City of Los Angeles | 38) LA County Unincorporated |

EXHIBIT D - Estimated Copper WER/Lead Recalculation SSO Cost Allocations for 27 TMDL Identified Cities & LA County*													
City	Watershed Area		FY 2010-11			FY 2011-12			FY 2012-13			Total Estimated	
	sq miles	Percentage	Base Rate	Apportionment**	Invoice Amount	Base Rate	Apportionment**	Invoice Amount	Base Rate	Apportionment**	Invoice Amount	Costs per Agreement Term	Agreement Term
Alhambra	7.6	1.22583%	\$6,936	\$25,170	\$32,106	\$3,853	\$13,488	\$17,341	\$492	\$1,723	\$2,215	\$51,661.79	\$0.00
Arcadia	10.93	1.76293%	\$6,936	\$5,711	\$12,647	\$3,853	\$3,060	\$6,913	\$492	\$391	\$883	\$20,443.60	\$0.00
Bell	2.74	0.44194%	\$6,936	\$3,224	\$10,160	\$3,853	\$1,728	\$5,581	\$492	\$221	\$713	\$16,453.58	\$0.00
Bell Gardens	2.48	0.40001%	\$6,936	\$39,954	\$46,890	\$3,853	\$21,410	\$25,263	\$492	\$2,735	\$3,227	\$75,380.22	\$0.00
Bradbury	1.4	0.22581%	\$6,936		\$0							\$0.00	\$0.00
Burbank	17.35	2.79843%	\$6,936		\$0							\$0.00	\$0.00
Caltrans	11.24	1.81293%	\$6,936		\$0							\$0.00	\$0.00
Calabasas	5.58	0.90001%	\$6,936		\$0							\$0.00	\$0.00
Carson	0.88	0.14194%	\$6,936	\$2,026	\$8,962	\$3,853	\$1,086	\$4,939	\$492	\$139	\$631	\$14,532.46	\$0.00
Commerce	6.56	1.05808%	\$6,936	\$15,107	\$22,043	\$3,853	\$8,095	\$11,948	\$492	\$1,034	\$1,526	\$35,517.00	\$0.00
Compton	8.6	1.38712%	\$6,936		\$0							\$0.00	\$0.00
Cudahy	1.12	0.18065%	\$6,936		\$0							\$0.00	\$0.00
Downey	5.66	0.91292%	\$6,936	\$13,034	\$19,970	\$3,853	\$6,985	\$10,837	\$492	\$892	\$1,384	\$32,191.98	\$0.00
Duarte	2.3	0.37097%	\$6,936	\$5,297	\$12,233	\$3,853	\$2,838	\$6,691	\$492	\$363	\$855	\$19,778.60	\$0.00
El Monte	6.97	1.12421%	\$6,936									\$0.00	\$0.00
Glendale	30.62	4.93879%	\$6,936	\$70,513	\$77,449	\$3,853	\$37,785	\$41,638	\$492	\$4,826	\$5,318	\$124,405.71	\$0.00
Hidden Hills	1.57	0.25323%	\$6,936	\$3,615	\$10,552	\$3,853	\$1,937	\$5,790	\$492	\$247	\$740	\$17,081.64	\$0.00
Huntington Park	3.03	0.48872%	\$6,936	\$6,978	\$13,914	\$3,853	\$3,739	\$7,592	\$492	\$478	\$970	\$22,475.55	\$0.00
Inwindale	1.89	0.30484%	\$6,936	\$4,352	\$11,289	\$3,853	\$2,332	\$6,185	\$492	\$298	\$790	\$18,263.87	\$0.00
La Canada Flintridge	8.57	1.38228%	\$6,936	\$19,735	\$26,672	\$3,853	\$10,575	\$14,428	\$492	\$1,351	\$1,843	\$42,942.86	\$0.00
Long Beach	16.66	2.68714%	\$6,936		\$0							\$0.00	\$0.00
Los Angeles	281.44	45.39428%	\$6,936	\$11,169	\$18,105	\$3,853	\$268,700	\$272,553	\$492	\$44,359	\$44,851	\$317,403.85	\$0.00
Lynwood	4.85	0.78227%	\$6,936									\$29,199.47	\$0.00
Maywood	1.18	0.19033%	\$6,936									\$0.00	\$0.00
Monrovia	10.34	1.66777%	\$6,936	\$23,811	\$30,748	\$3,853	\$12,760	\$16,613	\$492	\$1,630	\$2,122	\$49,482.06	\$0.00
Montebello	8.36	1.34841%	\$6,936	\$19,252	\$26,188	\$3,853	\$10,316	\$14,169	\$492	\$1,318	\$1,810	\$42,167.03	\$0.00
Monterey Park	7.66	1.23550%	\$6,936	\$9,994	\$16,931	\$3,853	\$5,356	\$9,209	\$492	\$684	\$1,176	\$27,315.30	\$0.00
Paramount	4.34	0.70001%	\$6,936	\$52,274	\$59,211	\$3,853	\$28,012	\$31,865	\$492	\$3,578	\$4,070	\$95,145.58	\$0.00
Pasadena	22.7	3.66135%	\$6,936	\$7,185	\$14,121	\$3,853	\$3,850	\$7,703	\$492	\$492	\$984	\$22,808.06	\$0.00
Pico Rivera	3.12	0.50323%	\$6,936	\$11,837	\$18,773	\$3,853	\$6,343	\$10,196	\$492	\$810	\$1,302	\$30,270.86	\$0.00
Rosemead	5.14	0.82905%	\$6,936									\$0.00	\$0.00
San Fernando	2.41	0.38872%	\$6,936	\$9,488	\$16,424	\$3,853	\$5,084	\$8,937	\$492	\$649	\$1,141	\$26,502.52	\$0.00
San Gabriel	4.12	0.66453%	\$6,936									\$0.00	\$0.00
San Marino	3.76	0.60646%	\$6,936	\$6,885	\$13,822	\$3,853	\$3,690	\$7,543	\$492	\$471	\$963	\$22,327.78	\$0.00
Sierra Madre	2.99	0.48227%	\$6,936	\$2,602	\$9,539	\$3,853	\$1,394	\$5,247	\$492	\$178	\$670	\$15,456.08	\$0.00
Signal Hill	1.13	0.18226%	\$6,936	\$4,813	\$11,749	\$3,853	\$2,579	\$6,432	\$492	\$329	\$822	\$19,002.76	\$0.00
South El Monte	2.09	0.33710%	\$6,936	\$17,225	\$24,161	\$3,853	\$9,230	\$13,083	\$492	\$1,179	\$1,671	\$38,915.90	\$0.00
South Gate	7.48	1.20647%	\$6,936									\$0.00	\$0.00
South Pasadena	3.43	0.55323%	\$6,936									\$0.00	\$0.00
Temple City	4.01	0.64678%	\$6,936	\$11,698	\$18,635	\$3,853	\$6,269	\$10,122	\$492	\$801	\$1,293	\$30,049.20	\$0.00
Vernon	5.08	0.81937%	\$6,936	\$185,631	\$192,568	\$3,853	\$99,474	\$103,327	\$492	\$12,705	\$13,197	\$309,091.76	\$0.00
LA County Unincorp.	80.61	13.00182%	\$6,936	\$588,581	\$775,861	\$3,853	\$584,101	\$691,983	\$492	\$84,644	\$98,423	\$1,566,267.00	\$0.00
Total	619.99	100.00000%	\$187,280	\$588,581	\$775,861	\$107,882	\$584,101	\$691,983	\$13,779	\$84,644	\$98,423	\$1,566,267.00	\$0.00

* Based on total costs of \$2,177,677, which includes administrative, management, and oversight, but no CPI adjustment.

** \$500/\$100,000 of annual base costs, with already expended costs front loaded

*** City of Los Angeles is credited \$532,799 in the first year and \$78,601 in the second year, in repayment of \$611,400 WER Development costs.

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S. NO. 60

February 3, 2011

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

3 - VOTES

SOURCES

CHIEF EXECUTIVE OFFICE-GENERAL FUND
A01-AO-10100-2000
SERVICES AND SUPPLIES

DECREASE APPROPRIATION

SOURCES TOTAL: \$ 35,000

USES

PUBLIC WORKS - GENERAL FUND
A01-PW-47000-2000
SERVICES AND SUPPLIES

INCREASE APPROPRIATION

USES TOTAL: \$ 35,000

JUSTIFICATION

Reflects a \$35,000 transfer to provide sufficient funding for staff support for specific studies applicable to the Los Angeles River and Tributaries Metals Total Maximum Daily Load.

ADOPTED
SUPERVISORS
LOS ANGELES

23 APR 5 2011

[Signature]

AUTHORIZED SIGNATURE [NAME]

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

[Signature]
YUICHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---



ACTION



RECOMMENDATION

AUDITOR-CONTROLLER

BY

[Signature]

B.A. NO. **101**

Feb. 10

20 **11**

☒ APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

[Signature]

2/14

20 **11**

SEND 6 COPIES TO THE AUDITOR-CONTROLLER